

**MEMORANDUM OF AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND
THE CITY OF JONES**

The parties to this Memorandum of Agreement (MOA), the Oklahoma Department of Environmental Quality (DEQ) and the City of Jones (City), agree to this MOA to address soil contamination, if generated by maintenance activities, at the City of Jones Ballfields. To that end, this MOA outlines how the City will store and dispose of any contaminated soil and battery casings generated by maintenance operations.

This MOA is being entered into under DEQ's statutory authority and jurisdiction, as set out in the Oklahoma Environmental Quality Act, 27A Oklahoma Statutes (O.S.) § 1-3-101, and the Oklahoma Environmental Quality Code, specifically 27A O.S. §§ 2-3-202(A), 2-3-506, 2-6-105, and applicable rules.

PURPOSE

1. The purpose of this MOA is to establish a mutual framework regarding responsibilities and obligations of the DEQ and the City in regard to the property located generally in the SE/4 of Section 27, Township 13 North, Range 1 West in Oklahoma County, Oklahoma (See Attachment 1 for more detailed description). This MOA is for DEQ oversight in regard to contaminated soils unearthed at the Jones Ballfields during routine operations and maintenance and/or unearthed by burrowing animals. Contaminated soils generated from any construction events at the Jones Ballfields are not included in this MOA. The City shall notify DEQ of any construction events at the ballfields and DEQ will work with the City on a case by case basis to provide assistance with disposal of contaminated soil generated by construction activities. The responsibilities and relationships presented herein provide the concept under which the MOA will be executed.

BACKGROUND

2. The Jones Ballfields are constructed on top of a former oxbow of the North Canadian River. The oxbow served as a battery casing repository and was backfilled with dirt in 1975. The Jones Ballfields are located at the northwest corner of Main Street and Henney

Road in Jones, Oklahoma. The Jones Ballfields are currently owned and operated by the City. The City and the Kiwanis Club of Jones have continually made improvements to the Jones Ballfield facilities. The soil generated from these actions has been shown to be characteristically hazardous for lead, often containing pieces of fragmented battery casings. DEQ has developed an Operations and Maintenance Plan (O&M Plan) for the City to ensure the surface remains clean of lead contaminated soils and to aid in the management and disposal of soils generated from maintenance activities at the Jones Ballfields.

RESPONSIBILITIES OF THE PARTIES

3. City's Responsibilities:

- Manage all soil generated from ongoing maintenance activities according to all appropriate, relevant, and applicable rules and regulations, and follow DEQ's O&M Plan in regard to newly generated contaminated soils (See Attachment 2);
- Coordinate with DEQ before any construction and repair events that involve digging or disturbing soil at the Jones Ballfields;
- Control for gophers and moles; and
- Document issues identified during on-going inspections.

4. DEQ's Responsibilities:

- Provide environmental oversight for City's activities at the Jones Ballfields;
- Update the O&M Plan as needed;
- Coordinate the disposal of soil that has been generated and placed in drums by the City, as outlined in the O&M Plan (See Attachment 2).
- Visually inspect playing surface at Jones Ballfields once a year; and
- Provide technical assistance on environmental issues to the City.

RESPONSIBILITY FOR COSTS

5. DEQ is not responsible for costs associated with operations, maintenance, mowing, and general care of the property. The City is responsible for costs associated with operations,

maintenance, mowing, and general care of the property. DEQ is responsible for the costs associated with disposal of the drums of contaminated soil generated from maintenance activities on the property, not to exceed two (2) drums per year.

GENERAL PROVISIONS

6. No informal advice, guidance, suggestions or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings relieve or modify the City's obligations under this MOA.
7. Nothing in this MOA relieves the City of its obligation to comply with all applicable federal, state and local statutes, rules and ordinances in conducting activities under this MOA.
8. This MOA is being voluntarily undertaken by DEQ in an effort to mitigate a potential hazard to human health and the environment. Nothing in this MOA shall create any liability for DEQ or any of its employees.
9. The provisions of this MOA apply to and are binding upon the City and its officers, directors, employees, agents, successors and assigns.
10. The City and DEQ agree that the venue of any action for the purposes of interpretation, implementation and enforcement of this MOA will be in the Oklahoma District Court for Oklahoma County, Oklahoma.
11. The Parties may amend this MOA by mutual consent. Such amendments must be in writing signed by the Parties' authorized representatives, and the effective date of the amendments will be the date on which they are signed by DEQ.
12. Termination of the Agreement: Due to the possible future reductions in State and/or Federal appropriations, DEQ cannot guarantee the continued availability of funding for this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions in appropriations, DEQ may terminate the Agreement or reduce the consideration upon notice in writing to the City.

- a. DEQ may also terminate the Agreement for default or any other just cause upon a 30-day written notice to the City. DEQ may terminate the Agreement immediately, without a 30-day written notice to the City, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when DEQ determines that an administrative error occurred prior to Agreement performance. If the Agreement is terminated, DEQ shall be liable only for payment for products and/or services delivered and accepted.
 - b. DEQ may also terminate the Agreement, in whole or in part, for convenience if termination is in the State's best interest. DEQ shall terminate the Agreement by delivering to the City a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued. If the Agreement is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the City.
13. Unless otherwise notified, any report, notice or other communication required under this Agreement must be in writing and must be sent by mail or by electronic submission or both to:

For DEQ:

Dustin Davidson
Environmental Program Manager
Site Cleanup Assistance Program
707 North Robinson, PO Box 1677
Oklahoma City, OK 73101-1677
(405) 702-5115
Dustin.Davidson@deq.ok.gov

For Jones:

The Honorable Ray Poland
Mayor of Jones
110 E. Main
Jones, OK 73049
(405) 399-5301
rpoland78@gmail.com

EFFECTIVE DATE: This MOA becomes effective upon the date of the signature of the Executive Director of DEQ.

ACCEPTANCE OF AGREEMENT: The parties acknowledge and agree that they have read the MOA and that they accept the responsibilities with which they are charged.


The Honorable Ray Poland
Mayor
City of Jones

7-11-17
Date


Scott A. Thompson
Executive Director
Department of Environmental Quality

7-24-17
Date

ATTACHMENT 1

1999

EXHIBIT 'A'

File No.: **2012544-OK15 (SR)**

Property: **201 East Main Street, Jones, OK 73049**

Tract 1

The South 70 feet of Lots Five (5), Six (6), Seven (7) and Eight (8), in Block Twenty-six (26), of the town of JONES, Oklahoma County, Oklahoma, according to the recorded plat thereof, and a part of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Thirteen (13) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, described as follows: BEGINNING at the Southeast corner of Lot 8, Block 26, Town of Jones; Thence East 90 feet; Thence North 70 feet; Thence West 90 feet; Thence South along said East line 70 feet to the POINT OF BEGINNING.

AND

Tract 2

A tract being located in part of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Thirteen (13) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point in the Northeast corner of Lot 8, Block 26, Town of Jones; Thence East 90 feet; Thence South 70 feet; Thence West 90 feet; Thence North 70 feet along the East line of Lot 8 to the POINT OF BEGINNING.

AND

Tract 3

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Thirteen (13) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of Lot 8, Block 26 in the Town of Jones; Thence North 00°00'00" West a distance of 200.00 feet to a point; Thence North 90°00'00" East a distance of 164.35 feet to a point; Thence South 35°08'59" East a distance of 16.50 feet to a point; Thence South 20°05'56" East a distance of 129.89 feet to a point; Thence South 16°30'58" East a distance of 101.54 feet to a point; Thence South 10°03'18" East a distance of 108.84 feet to a point; Thence South 90°00'00" West a distance of 176.36 feet to a point; Thence North 00°00'00" West a distance of 140.00 feet to a point; Thence South 90°00'00" West a distance of 90.00 feet to the POINT OF BEGINNING.

A.P.N. 3306-19-892-9360 and 3306-19-398-4501



JOINT TENANCY
WARRANTY DEED
 (Individual Form)

RETURN TO:
 TITLE & TRUST COMPANY
 1231 N. LINCOLN
 OKLAHOMA CITY, OKLAHOMA 73102

KNOW ALL MEN BY THESE PRESENTS:

45.00
 THAT Robert L. Listen and Linda Listen, husband and wife and
Paul Howard and Alma Howard, husband and wife,

parties, of the first part, in consideration of the
 sum of Ten dollars

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do

hereby grant, bargain, sell and convey unto The Jones Public Works Authority, a
Public Trust

parties of the second part, the following described real property and
 premises situate in Oklahoma County, State of Oklahoma, to-wit:

A tract or parcel of land lying in the Southeast Quarter
 of Section 27, Township 13 North, Range 1 West, Indian Meridian,
 Oklahoma County, Oklahoma, described as: Beginning at the
 Southeast corner of the South one-half of the North one-half
 of the Southeast quarter of Section 27, T-13-N, R-1-W, I.M.,
 thence North along the East boundary of said S.E. 1/4 Section
 27, a distance of 608.5 feet; thence West, a distance of 715.9
 feet; thence South a distance of 608.5 feet to the South boundary
 of the S/2, N/2, SE/4, Section 27; thence East along the said
 South boundary, a distance of 715.9 feet to the point of
 beginning. Containing 10 acres, more or less.

SURFACE RIGHTS ONLY



together with all the improvements thereon, and the appurtenances thereto belonging, and warrant the title
 to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, forever, free, clear and discharged of and from all former
 grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.
 Except Easements and mortgages of record.

DOC NUMBER 00005473

TIME 03:48 PM

FEE 1985 3.00

DATE JAN. 18 1985

JERRY NEWBERRY

OKLAHOMA COUNTY CLERK

RECORDED AND FILED

Signed and delivered this 18th day of JANUARY
Paul Howard
ALMA HOWARD

Robert L. Listen
LINDA LISTEN

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

SS:

INDIVIDUAL ACKNOWLEDGMENT
 Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of

JANUARY, 1985, personally appeared Robert L. Listen and Linda Listen,
husband and wife and Paul Howard and Alma Howard, husband and

to me and they acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that
 they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 12-9-85
[Signature] Notary Public

NOTE—This form is supplied by TITLE GUARANTEE DEPARTMENT of AMERICAN-TITLE & TRUST CO., Oklahoma City, for
 the convenience of ATTORNEYS. No legal instrument or form should ever be prepared by anyone other than an Attorney.

Return to: Brent D. Coldiron, Suite 724, United Del City Bank Tower,
 Del City, OK 73115

FAICO
②

Return To:
City of Jones
201 East Main Street
Jones, OK 73049

20150407010430350
DEED 04/07/2015
11:38:40 AM Book:12791
Page:121 PageCount:3
Filing Fee:\$17.00
Doc. Tax:\$255.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

File No.: **2012544-OK15 (SR)**
Doc Stamps: **\$255.00**

Tax ID#: **3306-19-892-9360**

That **Elinor Sue Manning, Trustee of the Elinor Sue Manning Revocable Trust and Bill and Elinor S. Manning, husband and wife, one and the same as Billy Ray Manning aka Bill Manning and Elinor Sue Manning, husband and wife and Cowboy Church, Inc., an Oklahoma non-profit corporation, one and the same as Cowboy Church,** party(ies) of the first part, in consideration of the sum of TEN & NO/100—Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **City of Jones**, (the "Grantee"), the following described real property and premises situated in **Oklahoma County, State of Oklahoma**, to wit:

See attached Exhibit "A" for legal description

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record or not and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record. (Less and except all oil, gas and other minerals in and under the Land.)

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this ^{7th} ~~March~~ **23**, 2015.

Elinor Sue Manning Revocable Trust

Elinor Sue Manning
Elinor Sue Manning, Trustee

Billy Ray Manning
Billy Ray Manning

Elinor Sue Manning
Elinor Sue Manning

Cowboy Church, Inc., an Oklahoma non-profit corporation

Billy Ray Manning
Billy Ray Manning, President

E2012544

Sm

3/17

DOC \$255.00

WARRANTY DEED

**KNOW ALL MEN BY THESE
PRESENTS:**

That **KIWANIS CLUB OF JONES,**

OKLAHOMA, Party of the First Part, in

consideration of the sum of One Dollar

(\$1.00) and other valuable considerations to it

in hand paid, the receipt of which is hereby

acknowledged do hereby grant, bargain, sell and convey all of its right, title, interest, estate and

every claim and demand, both at law and in equity unto the said **TOWN OF JONES CITY,**

OKLAHOMA, a municipal corporation, Party of the Second Part, in and to all of the

following described property situated in Oklahoma County, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

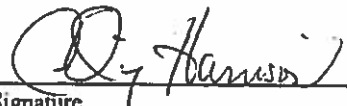
(Exempt from Documentary Stamp Tax 68 OS § 3201(3) conveyance other than a sale.)

Grantee Name: TOWN OF JONES CITY, OKLAHOMA, a municipal corporation

To Have and to Hold the above described premises unto the said Party of the Second Part and to its assigns forever, so that the said first party nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but shall by these presents be excluded and forever barred.

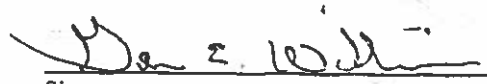
Doc # 2006065793
Bk 10098
Pg 1718-1722
DATE 05/04/06 11:55:21
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

In Witness Whereof, the said party of the first part have hereunto set its hand this _____
day of April, 2006.


Signature

Printed Name Cindy Harrison

Title: President, Kiwanis Club of Jones, Oklahoma


Signature

Printed Name Glen E. Williams

Title: Executive Board Member

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State on this 7th day of April, 2006, personally appeared Cindy Harrison and Glene Williams to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they each executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and with the authority to sign on behalf of the Kiwanis Club of Jones, Oklahoma.

Given under my hand and seal the day and year last above written.

Luther D. Brakefield
NOTARY PUBLIC

Commission No. 02008090

My Commission Expires:

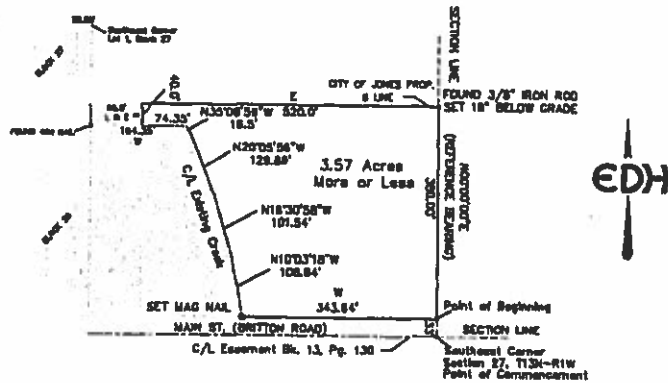


RETURN TO:

JULIA A. WILSON *WR*
Attorney for Town of Jones City
3233 E. Memorial Rd., Ste. 107B
Edmond, OK 73013
(405) 478-8889/fax 478-9998

EXHIBIT "A"

A tract of land in the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Thirteen (13) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, described as follows: Commencing at the Southeast corner of said Section 27; Thence North 33.00 feet to the Point of Beginning, said point being the Southeast corner of a tract previously described by deed recorded in Book 1332, page 48, in the records of the Oklahoma County Clerk; Thence West along the Northerly Right-of-Way line of Britton Road, a distance of 343.64 feet to a point, said point being the intersection of said Right-of-Way line and the centerline of an existing creek; Thence N 10°03'13" W along the centerline of said creek a distance of 108.84 feet; Thence N 16°30'58" W a distance of 101.54 feet; Thence N 20°05'56" W a distance of 129.89 feet; Thence N 35°08'59" W a distance of 16.50 feet; Thence leaving said creek, N 90°00'00" W a distance of 74.35 feet to a point; Thence N 00°00'00" E a distance of 40.00 feet; Thence N 90°00'00" E a distance of 520.00 feet to a point, said point being on the East line of said Section 27; Thence S 00°00'00" E along said East line a distance of 380.00 feet to the Point of Beginning.



TRACY DESCRIPTION

A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 27, Township 13 North, Range 1 West of the Indian Base and Meridian, Oklahoma County, Oklahoma, and described as follows:
Commencing at the Southeast Corner of said Section 27, thence North 33.0 feet to the Point of Beginning, said Point being the Southeast corner of a tract previously described by deed in Book 1332, page 48, Oklahoma County; Thence West along the Northerly Right-of-way line of Britton Road, a distance of 343.84 feet to a point, said point being the intersection of said Right-of-way line and the centerline of an existing creek; Thence N10°03'13\"/>

TITLE EXAMINATION
Stewart Title Guaranty Company, 101 Park Ave., Suite 960, Oklahoma City, OK, Easements noted on Schedule B: Statutory Section Right-of-way - Shown.
Bk. 13, pg. 130 - Shown

SURVEYOR'S CERTIFICATION

SURVEYOR NOTES

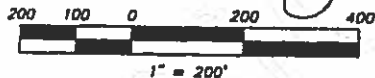
1. BASIS OF BEARING - FOUND EAST LINE, SECTION 27 - N00°00'00\"/>

5. THIS SURVEY COMPLIES WITH THE MINIMUM STANDARDS OF ACCURACY AS SET BY THE OKLA. BOARD OF REGISTRATION FOR LAND SURVEYORS.

David L. M. Louy
DAVID L. M. LOUY, RLS #1310

5-10-2003

DATE



JONES KIWANIS CLUB
PART SEC. 27, T13N, R1W
JONES, OKLAHOMA COUNTY, OK.

EDH

E.D. HILL SURVEYING & ENGINEERING L.L.C.
510 COLORADO DRIVE • OKLAHOMA CITY, OK 73102
TELE (405) 232-3228 • FAX (405) 232-3229
CERTIFICATE OF AUTHORIZATION 2000
EXPIRES JUNE 30, 2003

Project No. 02048 Drawn by: E.H. Revision: _____
Date: 05-10-2003 Party Check: E.H. _____
Print Ed. CL-1 Checked by: E.H. _____
This survey © 2002 E.D. Hill Surveying & Engineering, L.L.C. Page 1 of 1

ATTACHMENT 2

**OPERATIONS AND MAINTENANCE PLAN
JONES BALLFIELDS
JONES, OK**

The Jones Ballfields sit atop a former battery casing repository located at the northwest corner of Main Street and Henney Road in Jones, Oklahoma. Battery casings were disposed of in the repository and are readily observed in excavated soils. The soils from the former repository generally have high concentrations of lead which are associated with the battery casings. Sampling data from the Jones Ballfields has shown that these soils are characteristically hazardous for lead. To prevent further contamination on the Jones Ballfields and potential lead exposure to the public, the Department of Environmental Quality (DEQ) requires the following:

I. Monthly Inspections and Disposal of Contaminated Soil

- The Jones Ballfields need to be regularly inspected and the soil cover maintained. The City of Jones shall inspect the Jones Ballfields once per month and document each inspection using a form provided by DEQ.
- At the time of each monthly inspection, and at any time that contaminated soil has been exposed, the City shall remove soil unearthed by maintenance activities and/or burrowing animal mounds.
- Any soil removed from the ballfields shall be properly disposed of at an appropriate facility. Alternatively, the City of Jones may place contaminated soils within properly labeled drums provided by DEQ. These drums must be secured at the public works facility located to the North of the ballfields. Stockpiling the soils anywhere other than in drums is not adequate.
- Once a drum or drums have been filled, the City shall notify DEQ and DEQ will assist the City of Jones with the disposal of drums at an appropriate facility. DEQ will assist the City with two (2) drums per year. Any additional drums or soil generated by construction events shall be managed on a case by case basis. The City shall notify DEQ before the start of any construction event.

II. Soil Management

- Clean soil and proper erosion prevention measures shall be placed over any areas where gopher mounds are removed. Pavement, grass, gravel, or equivalent shall be placed on top of the exposed soil. Measures to control gophers and other burrowing animals shall be taken to minimize soil management.

- Clean soil and proper erosion prevention measures shall be placed over any areas where soils have been excavated. Pavement, grass, gravel, or equivalent shall be placed on top of the exposed soil.
- Sod should be replaced where grass has worn down to prevent potential exposure to contaminated soils.
- Any areas around the Jones Ballfields that are accessible to the public and show signs of top soil erosion should be capped with clean soil and grass, gravel, pavement, or equivalent.
- The City shall follow all applicable rules and guidelines and attend necessary training to ensure the safety of employees performing inspections and removing contaminated soil from the Ballfields.